

GRANT AGREEMENT
Aging and Disability Resource Center Expansion Grants

Contract Preamble

This Grant Agreement is entered into for the period 1/1/06 - 12/31/06, by and between the State of Wisconsin represented by its Division of Disability and Elder Services, of the Department of Health and Family Services, whose principal business address is 1 West Wilson Street, P. O. Box 7851, Madison, Wisconsin 53707-7851, hereinafter referred to as GRANTOR, and, (insert name of county/or ADRC), hereinafter referred to as GRANTEE.

The Grantee address above is the address to which payments shall be mailed.

Whereas, the Grantor wishes to grant funds to the Grantee as it is authorized to do by Wisconsin law; and

Whereas, the Grantee is engaged in furnishing the desired services;

Now, therefore, the Grantor and the Grantee agree as follows:

I. SERVICES TO BE PROVIDED

The Grantee agrees to provide services consistent with the purposes, conditions and restrictions in s. 46.283(5) and s. 20.435(7)(bd), Wisconsin Statutes under which it receives funding. A detailed description of the services to be provided and Grantee's means of delivering them is included in the approved ADRC plan which is on file at the Bureau of Aging and Disability Resources as well as specific services to be provided as listed in Exhibit I (41 pages) and incorporated in this Agreement by reference.

II. CONTRACT ADMINISTRATION

The Grantor's Contract Administrator is Ann Marie Ott, whose principal business address is Division of Disability and Elder Services, Bureau of Aging and Disability Resources, 1 West Wilson Street, P. O. Box 7851, Madison, Wisconsin 53707-7851. The telephone number of the Grantor's Contract Administrator is (608) 261-7809. In the event that the Contract Administrator is unable to administer this Grant Agreement, Grantor will contact Grantee and designate a new Contract Administrator.

The Grantee's Contract Administrator is (insert name), whose principal business address is (insert address). The telephone number of the Grantee's Contract Administrator is (insert phone number). In the event that the Contract Administrator is unable to administer this Grant Agreement, Grantee will contact Grantor and designate a new Contract Administrator.

III. COST OF SERVICES

The Grantor agrees to pay Grantee for services provided in accordance with the terms and conditions of this Agreement, an amount not to exceed \$(insert amount). This amount is contingent upon receipt of sufficient funds by the Grantor. A detailed budget breakdown and explanation is included in Exhibit II (insert number) page(s)) which is attached to and incorporated in this Agreement by reference.

The Grantor will not make payments for costs in excess of the Grant Agreement amounts or for costs incurred outside the Grant period. Further, the Grantor will not make payments for costs that are inconsistent with applicable state and federal allowable cost policies.

IV. PAYMENT FOR SERVICES

- A. The Grantor, following execution of this Grant Agreement, shall pay to the Grantee one-twelfth (1/12) of the Grant amount up to three months of this Grant Agreement. If any prepayments are made, these prepayments may be recovered from future payments (see paragraph B below) due Grantee under this Agreement if the Grantor determines that such prepayments are in excess of the Grantee's reported expenses.
- B. Payments will be made monthly based on expense reports submitted by the Grantee on the DMT-862 CARS Expenditure Report. Claims for reimbursement of allowable costs shall be submitted to the Department not later than the fifteenth (15th) day of the month following the month in which costs are incurred. The Grantee shall report, by Grantor assigned profile number, all allowable costs plus any required matching funds stipulated in the reporting instructions for this Grant which are incorporated by reference. See DHFS Allowable Cost Policy Manual. (Available from PEAS/OSF at address in Section XII.)
- C. The Grantee shall submit a request for reimbursement to the BFS/CARS Unit, Department of Health and Family Services, Division of Management and Technology, P. O. Box 7850, Madison, Wisconsin 53707-7850, with one copy to the Contract Administrator. Payments and reported expenses will be reconciled by the Department in accordance with state procedures.
- D. If the Grantor determines, after notice to Grantee and opportunity to respond, that payments were made that exceeded allowable costs, the Grantee shall refund the amount determined to be in excess within 30 days of invoicing or notification by the Department. The Grantor may, at its sole discretion, effectuate such refund by withholding money from future payments due the Grantee at any time during or after the Grant period. The Grantor also may recover such funds by any other legal means.
- E. All payments shall be released by the Department on the last working day of each month, with the exception that the payment that would normally be released on the last working day of June shall be released instead on the first working day of July. For municipalities, payment shall be mailed by the last working day or the 5th of the month. Checks will be mailed to the Grantee's principal business address unless the Grantee requests, in writing, subject to approval, that the Department mail the checks to a different address. (The Department is planning to modify some aspects of its current payment mechanism so that in the future it can accommodate making payments via electronic funds transfer.)

V. PROGRAM REPORTING

- A. Grantee shall comply with the program reporting requirements of Grantor. The required reports shall be forwarded to the Grantor's Contract Administrator according to the schedule established by the Grantor.
- B. Failure to submit the program reports specified in the reporting instructions may result in the Grantor rendering sanctions pursuant to Section XVI of this contract.

VI. STATE AND FEDERAL RULES AND REGULATIONS

- A. The Grantee agrees to meet state and federal laws, rules and regulations, and program policies applicable to this Grant Agreement.
- B. Grantee will be acting in its independent capacity and not as an employee of the Department. Grantee shall not be deemed or construed to be an employee of the Department for any purpose whatsoever.
- C. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which prohibits tobacco smoke in any portion of a facility owned or leased or contracted

for by an entity which receives federal funds, either directly or through the State, for the purpose of providing services to children under the age of 18.

D. Affirmative Action Plan/Civil Rights Compliance

1. An Affirmative Action Plan is required from a Grantees who receive a contract from the Grantor in the amount of \$25,000 or more and who has a work force of twenty-five (25) or more employees as of the award date, unless the Grantee is exempt by criteria listed in the Wisconsin Office of Contract Compliance, Department of Administration's Instruction for Vendors Affirmative Action Requirements (DOA-3021P (R06/96) s. 16765, Wis. Stats.), page 2. Universities, other states, and local governments, except those of the State of Wisconsin who receive state or federal contracts over \$25,000, must submit Affirmative Action Plans in the same manner as other Grantees.
2. "Affirmative Action Plan" is a written document that details an affirmative action program. Key parts of an affirmative action plan are: (1) a policy statement pledging nondiscrimination and affirmative action employment, (2) internal and external dissemination of the policy, (3) assignment of a key employee as the equal opportunity officer, (4) a workforce analysis that identifies job classifications where there is an under representation of women, minorities, and persons with disabilities, (5) goals must be directed to achieving a balance work force, specific and measurable, having an implementation target date between six months an two years, have a plan of action or description of procedures to implement the goals, (6) revision of employment practices to ensure that they do not have discriminatory effects, and (7) establishment of internal monitoring and reporting systems to measure progress regularly.
3. In addition, for agreements of twenty-five thousand (\$25,000) or more, regardless of work force size, Grantee shall conduct, keep on file, and update annually, a separate and additional accessibility self-evaluation of all programs and facilities, including employment practices for compliance with ADA regulations, unless an updated self-evaluation under Section 504 of the Rehabilitation Act of 1973 exists which meets the ADA requirements. Grantees are to contact the Department of Affirmative Action/Civil Rights Compliance Office, Department of Health and Family Services, 1 W. Wilson Street, Room 561, P.O. Box 7850, Madison, Wisconsin 53707-7850, for technical assistance on Equal Opportunity.

E. Civil Rights Compliance

1. For agreements for the provision of services to clients, the Grantee must comply with Civil Rights requirements. Grantees with an annual work force of less than twenty-five (25) employees, regardless of contract amount, and Grantees with contracts of less than \$25,000 are not required to submit a Civil Rights Compliance Action Plan, however, they must submit a Civil Rights Compliance Letter of Assurance. Contract agreements of \$25,000 or more, Grantee shall submit a written Civil Rights Compliance Plan which cover a three year period within fifteen (15) working days of the award date of the agreement or contract.
2. The Grantee assures that it has submitted to the Grantor's Affirmative Action /Civil Rights Compliance Office a current copy of its three-year Civil Rights Compliance Action Plan for meeting Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964, Section 503 and 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Health Service Act, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Omnibus Reconciliation Act of 1981, the American with Disabilities Act (ADA) of 1990, and the Wisconsin Fair Employment Act. If the Plan was reviewed and approved during the previous year, a plan update must be submitted for this agreement period.
 - a) No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any manner on the basis of race, color, national origin, sexual orientation, religion, sex,

disability or age. This policy covers eligibility for and access to service delivery, and treatment in all programs and activities. All employees of the Grantee are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.

- b) No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner or team of employment on the basis of age, race, religion, sexual orientation, color, sex, national origin or ancestry, disability (as defined in Section 504 and the American with Disability Act of 1990), or association with a person with a disability, arrest or conviction record, marital status, political affiliation, or military participation, unfair honesty testing and genetic testing, and use or non-use of lawful products outside of working hours. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment.
- c) The Grantee shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the Limited English Proficiency Coordinator, and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to Grantor standards and post the compliant process notice translated into the major primary languages of the limited English Proficient (LEP) participants in their service area. The notice will announce the availability of free oral interpretation of services if needed. The Grantee shall not request interpretation services from family members, friends and minors.
- d) The Grantee agrees to comply with the Grantor's guidelines in the State of Wisconsin Department of Workforce Development and Department of Health and Family Services, Affirmative Action, Equal Opportunity, Limited English Proficiency and Civil Rights Compliance Plan for Profit and Non-Profit Entities DWSD-14045 (R. 11/2003)) or subsequent revisions.
- e) Requirements herein stated apply to any subcontracts or grants. The Grantee has primary responsibility to take constructive steps, as per the State of Wisconsin Department of Workforce Development and Department of Health and Family Services, Affirmative Action, Equal Opportunity, Limited English Proficiency and Civil Rights Compliance Plan for Profit and Non-Profit Entities DWSD-14045 (R. 11/2003), to ensure the compliance of its subcontractors. However, where the Grantor has a direct contract with another grantee's subcontractor, the grantee need not obtain a Subcontractor or Subgrantee Civil Rights Compliance Plan or monitor that Subgrantee.
- f) The Grantor will monitor the Civil Rights Compliance of the Grantee. The Grantor will conduct reviews to ensure that the Grantee is ensuring compliance by its subcontractors or grantees according to guidelines in the State of Wisconsin Department of Workforce Development and Department of Health and Family Services, Affirmative Action, Equal Opportunity and Limited English Proficiency, Civil Rights Compliance Plan for Profit and Non-Profit Entities, DWSD- 14045 (R. 11/2003). The Grantee agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by Grantee, as well as interviews with staff, clients, and applicants for services, subcontractors, grantees, and referral agencies. The reviews will be conducted according to Department procedures. The Grantor will also conduct reviews to address immediate concerns of complainants.
- g) The Grantee agrees to cooperate with the Grantor in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.

3. The Grantee agrees that it will: (1) hire staff with non-English language skills, sign language skills and or provide staff with special translation or sign language skills training, or find qualified persons who are available within a reasonable period of time and who can communicate accurately, and effectively with limited or non-English speaking or speech or hearing-impaired clients at no cost to the client; (2) provide aids, assistive devices and other reasonable accommodations to the client during the application process, in the receipt of services, and in the process of complaint or appeals; (3) train staff in human relations techniques, sensitivity to persons with disabilities and cultural sensitivity/cultural competency; (4) make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print or taped information for the visually or cognitively impaired; (5) post and/or make available informational material in languages and formats appropriate to the needs of the client population.

VII. SUBCONTRACTS

- A. The Grantee may subcontract part of this Agreement only with the prior written approval of the Grantor. In addition, Grantor approval may be required regarding the award process, the terms and conditions of the subcontracts and the subcontractors selected. Approval of the subcontractors will be withheld if the Grantor reasonably believes that the intended subcontractor will not be a responsible provider in terms of services provided and costs billed.
- B. The Grantee retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into sub-contractual agreements and will be subject to enforcement of the terms and conditions of this Grant Agreement.

VIII. GENERAL PROVISIONS

- A. Any payments of monies to the Grantee by the Grantor for services provided under this Grant Agreement shall be deposited in a bank with Federal Deposit Insurance Corporation (hereinafter FDIC) insurance coverage. Any balance exceeding FDIC coverage must be collaterally secured.
- B. The Grantee shall conduct all procurement transactions in a manner that provides maximum open and free competition.
- C. The Grantee shall not engage the services of any person or persons concurrently employed by the State of Wisconsin, including any Department, commission or board thereof, to provide services relating to this Grant Agreement without the written consent of the employer of such person or persons and of the Grantor.
- D. This Grant Agreement is voidable if the Grantee is a state public official, a member of a state public official's immediate family, or an organization in which the official or immediate family member owns or controls at least 10% of the outstanding equity, voting rights, or outstanding indebtedness and failed to make the written disclosure required under sec. 19.45 Stats. This disclosure is required to be made to the State of Wisconsin Ethics Board, 44 Mifflin Avenue, Suite 601, Madison, Wisconsin 53703-2800, [Telephone (608) 266-8123].
- E. If Grantee or any subcontractor is a corporation other than a Wisconsin corporation, it must demonstrate prior to providing services under this Grant Agreement that it possesses a certificate of authority from the Wisconsin Secretary of State, and must have, and continuously maintain, a registered agent, and otherwise conform to all requirements of Chapters 180 and 181, Wisconsin Statutes, relating to foreign corporations.
- F. The Grantee agrees that funds provided under this Grant Agreement shall be used to supplement/expand the Grantee's efforts, not to replace or allow for the release of available local (Grantee) funds for alternative uses.

IX. ACCOUNTING REQUIREMENTS

- A. For agreements of twenty-five thousand dollars (\$25,000) or more, the Grantee shall maintain a uniform double entry, full accrual accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. (See DHFS *Allowable Cost Policy Manual*, available upon request from Contract Administrator or from the Program Evaluation and Audit Section, Office of Strategic Finance, Department of Health and Family Services, 1 West Wilson Street, P. O. Box 7850, Madison, Wisconsin 53707-7850.)
- B. For agreements of less than twenty-five thousand dollars (\$25,000), the Grantee shall at least maintain a simplified double entry bookkeeping system as defined in the Department's *Allowable Cost Policy Manual*.
- C. The Grantee's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports (required by the Grantor as defined in Section IV), and support expenditure reports submitted to the Grantor.
- D. The Grantee shall reconcile costs reported to the Grantor for reimbursement or as match to expenses recorded in the Grantee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Grantee agrees that reconciliation will be completed at least quarterly, will be documented, and supplied to the Grantor upon request. The Grantee shall retain the reconciliation documentation in accordance with the records retention requirement specified in Section XIV.

X. CHANGES IN ACCOUNTING PERIOD

- A. The Grantee's accounting records are maintained on a fiscal year basis, beginning January 1 of each year. During the grant period, the accounting period may only be changed with prior written approval from the Grantor. The Grantor may approve a change in accounting period only if the Grantee has a substantial, verifiable business reason for changing the accounting period and agrees to submit a close-out audit, as defined in section (XII, I), within 90 days after the first day of the new accounting period.
- B. Proof of Internal Revenue Service approval shall be considered verification that the Grantee has a substantial business reason for changing its accounting period.
- C. A change in accounting period shall not relieve the Grantee of reporting or audit requirements of this Agreement. An audit meeting the requirements of this Agreement shall be submitted within 90 days after the first day of the start of the new accounting period for the short accounting period and within 180 days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

XI. PROPERTY MANAGEMENT REQUIREMENTS

- A. Property insurance coverage will be provided by the Grantee for fire and extended coverage of any equipment funded under this Grant Agreement which the Grantor retains ownership of, and which is in the care, custody and control of the Grantee.

The Grantor shall have all ownership rights in any hardware funded under this Agreement or supplied by the Grantor and in any software or modifications thereof and associated documentation designed, developed or installed as a result of this Grant Agreement. The Grantee is responsible for keeping all of Grantor's property secure from theft, damage or other loss.

- B. The Grantee agrees that if any materials are developed under this Grant Agreement, the Grantor shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, such materials. Any discovery or invention arising out of, or developed in the course of work aided by this Grant Agreement, shall be promptly and fully reported to the Grantor.

XII. AUDIT REQUIREMENTS

- A. Requirement to Have an Audit: Unless waived by the Grantor, the Grantee shall submit an annual audit to the Grantor if the total amount of annual funding provided by the Grantor (from any and all of its Divisions taken collectively) through this and other contracts is \$25,000 or more. In determining the amount of annual funding provided by the Grantor, the Grantee shall consider both: (a) funds provided through direct contracts with the Grantor; and (b) funds from the Grantor passed through another agency which has one or more contracts with the Grantee.
- B. Audit requirements: The audit shall be performed in accordance with generally accepted in the United States of America, s.46.036, Wis. Stats., *Government Auditing Standards*, and other provisions in this contract. In addition, the Grantee is responsible for ensuring that the audit complies with other standards that may be applicable depending on the type of Grantee and the nature and amount of financial assistance received from all sources:
- Federal OMB Circular A-133 "Audits of States, Local Governments and Nonprofit Organizations"; which applies to governmental and non-profit Grantees that expend \$500,000 from **all** federal funding sources (this grant and other grants, direct or indirect, from this Grantor or another), during a Grantee's fiscal year.
 - The *State Single Audit Guidelines (SSAG)*, which are applicable to local governments having A-133 audits; and/or
 - The *Provider Agency Audit Guide (PAAG)*. All Grantees which do not meet the requirements of the SSAG shall have audits in conformance with the PAAG.
- C. Source of funding: Funding information needed for audit purposes includes the name of the program, the federal agency where the program originated, the CFDA number, and the percentages of federal, state, and local funds constituting this grant of financial assistance. This information can be supplied on the CARS Payment Information Form included with this contract.
- D. Reporting package: The Grantee shall submit to the Grantor a reporting package which includes the following:
1. Financial statements and other audit schedules and reports required for the type of audit applicable to the Grantee.
 2. The Management Letter (or similar document conveying auditor's comments issued as a result of the audit) or written assurance that a Management Letter was not issued with the audit report.
 3. Management responses/corrective action plan for each audit issue identified in the audit report and the Management Letter.
- E. Submitting the Reporting Package: The Grantee shall submit the required reporting package to the Grantor either: (1) within 9 months of the end of the Grantee's fiscal year if the Grantee is a local government; or (2) within 180 days of the end of the Grantee's fiscal year for non-governmental Grantee agencies. Two copies of the audit report must be sent to the Grantor at the following address:

Program Evaluation and Audit Section

Office of Strategic Finance
Department of Health and Family Services
P.O. Box 7850
Madison, WI 53707-7850
Telephone: (608) 266-2924

- F. Access to auditor's workpapers: When contracting with an audit firm, the Grantee shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Department. Such access shall include the right to obtain copies of the workpapers and computer disks, or other electronic media, upon which records/working papers are stored.
- G. Access to Grantee records: The Grantee shall permit appropriate representatives of the Department and/or the Grantor to have access to the Grantee's records and financial statements as necessary to review Grantee's compliance with the federal and state requirements for the use of the funding.
- H. Failure to comply with the requirements of this section: In the event that the Grantee fails to have an appropriate audit performed or fails to provide a complete audit report to the Grantor within the specified timeframes, in addition to applying one or more of the sanctions available in Section XVI of this contract, the Grantor may:
 - 1. Conduct an audit or arrange for an independent audit of the Grantee and charge the cost of completing the audit to the Grantee;
 - 2. Charge the Grantee for all loss of Federal or State aid or for penalties assessed to the Grantor because the Grantee did not submit a complete audit report within the required time frame; and/or
 - 3. Disallow the cost of audits that do not meet these standards.
- I. Close-out Audits:
 - 1. A grant specific audit of an accounting period of less than twelve (12) months is required when a Grant Agreement is terminated for cause, when the Grantee ceases operations or when the Grantee changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out grant specific audit may be waived by the Grantor upon written request from the Grantee, except when the Grant Agreement is terminated for cause. The required close-out audit may not be waived when a Grant Agreement is terminated for cause.
 - 2. The Grantee shall ensure that its auditor contacts the Grantor prior to beginning the audit. The Grantor, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the Grantee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by the Grantor, is the responsibility of the Grantee.
 - 3. The Grantor may require a close-out audit that meets the audit requirements specified in XII, B above. In addition, the Grantor may require that the auditor annualize revenues and expenditures for the purposes of applying OMB Circular A-133 and determining major Federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.
 - 4. All other provisions in the Audit Requirements section apply to Close-out Audits unless in conflict with the specific Close-out Audits requirements.

XIII. OTHER ASSURANCES

- A. The Grantee shall notify the Grantor in writing, within thirty (30) days of the date payment was due of any past due liabilities to the Federal government, State government or their agents for income tax withholding, FICA, Workers' Compensation, Unemployment Compensation, garnishments or other employee related liabilities, Sales Tax, Income Tax of the Grantee, or other monies owed. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the monies are owed, the expected payment date and other related information.
- B. The Grantee shall notify the Grantor, in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of five hundred dollars (\$500), or when total past due liabilities to any one or more vendors exceed one thousand dollars (\$1000), related to the operation of this Grant Agreement for which the Grantor has reimbursed or will reimburse the Grantee. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Grantee to resolve the dispute.
- C. The Grantor may require written assurance at the time of entering into this Grant Agreement that the Grantee has in force and will maintain for the course of this Grant Agreement employee dishonesty bonding in a reasonable amount to be determined by the Grantor.
- D. The Grantee certifies that neither the Grantee organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs). The Grantee further certifies that potential subrecipients, contractors, or any of their principals are not debarred, suspended or proposed for debarment.

XIV. RECORDS

- A. The Grantee shall maintain such records (in either written or electronic form) as required by State and Federal law and as required by program policies. Records shall be retained for no less than the retention period specified in law or policy. Records for periods which are under audit or subject to dispute or litigation must be retained until the audit/dispute/litigation, and any associated appeal periods, have ended.
- B. Grantee will allow inspection of records and programs, insofar as is permitted by State and Federal law, by representatives of Grantor and its authorized agents, and Federal agencies, in order to confirm Grantee's compliance with the specifications of this Agreement.
- C. Grantee agrees to retain and make available to Grantor all program and fiscal records in accordance with the retention period specified in section A above. Upon Grantor's request, at the expiration of the grant Agreement, the Grantee will transfer at no cost to Grantor records regarding the individual recipients who received services from Grantee under this Agreement. The transfer of records includes transfer of any record, regardless of media, if that is the only method under which records were maintained.
- D. Grantee and its subcontractors shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of Grantor's records that Grantee accesses to provide the services under this Agreement.

XV. AGREEMENT REVISIONS AND/OR TERMINATION

- A. Grantee agrees to renegotiate this Agreement or any part thereof in such circumstances as:
- Increased or decreased volume of services;
 - Changes required by State and Federal law or regulations, or court action; or
 - Reduction in the monies available affecting the substance of this Agreement.

Failure to agree to a renegotiated agreement under these circumstances is cause for Grantor to terminate this Agreement.

- B. This Agreement can be terminated for any reason by a 30-day written notice by either party.
- C. Revision of this agreement may be made by mutual agreement. The revision will be effective only when the Grantor and the Grantee attach an addendum or amendment to this agreement which is signed by the authorized representatives of both parties, except in circumstances in which increased caseload or grant award amount, where such increase in funds is for the same purpose as originally agreed upon, the agreement may be amended by a unilateral amendment made by the Grantor.
- D. The Grantee shall notify the Grantor whenever it is unable to provide the required quality or quantity of services specified. Upon such notification, the Grantor shall determine whether such inability will require revision or termination of this Agreement.
- E. If the Grantor finds it necessary to terminate this Agreement prior to the stated expiration date for reason other than non-performance by the Grantee, actual costs incurred by the Grantee may be reimbursed for an amount determined by mutual agreement of both parties. Fiscal liabilities that Grantor may have to its funding sources because of Grantee's service performance or fiscal practices shall be a controlling factor in arriving at a reimbursement agreement.
- F. The Grantor reserves the right, upon careful examination, to reduce the total amount of the grant award due to significant under-spending by the Grantee. All such grant award reductions will become effective upon thirty (30) days written notice to the Grantee and shall not relieve the Grantee of any programmatic requirements.

XVI. NON-COMPLIANCE, SANCTIONS AND REMEDIAL MEASURES

- A. Failure to comply with any part of this Agreement may be considered cause for revision, suspension or termination of this Grant Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid the Grantee under this Agreement, temporarily having others perform, and receive reimbursement for, the services to be provided under this Agreement and any other measure that suspends the Grantee's participation in the Agreement if the Grantor determines it is necessary to protect the interests of the State.
- B. The Grantee shall provide written notice to the Grantor of all instances of non-compliance with the terms of this Agreement by itself or its subcontractors, including non-compliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than 30 days after the Grantee knows, or should have known, about the non-compliance. The written notice shall include information on reason(s) for and effect(s) of the non-compliance. Grantee shall provide Grantor with a plan to correct the non-compliance. At its sole discretion, the Grantor may take whatever action it deems necessary to protect the interests of the State, including withholding part or all of Grantee's funding, if it reasonably believes that the non-compliance is continuing or will reoccur.
- C. If Grantor determines that non-compliance with the requirements in this Agreement has occurred, or is occurring, it shall demand immediate correction of continuing non-compliance and it may impose whatever sanctions or remedial measures it deems necessary to protect the interests of the State. Such sanctions and measures may include termination of the Agreement, suspension of the Agreement as defined in paragraph 1 above, imposing additional reporting requirements and monitoring of subcontractors and any other measures it deems appropriate and necessary.
- D. If audits are not submitted when due, Grantor may take action as provided in the AUDITING REQUIREMENTS section of this Agreement.

- E. If required statistical data, reports and other required information, other than audits, are not submitted when due, Grantor may withhold all payments that otherwise would be paid the Grantee under this Agreement until such time as the reports and information are submitted.

XVII. DISPUTE RESOLUTION

If any dispute arises between Grantor and Grantee under this Agreement, including Grantor's finding of non-compliance and imposition of sanctions or remedial measures, the following process will be the exclusive administrative review.

- A. Grantor's and Grantee's Contract Administrators will attempt to resolve the dispute.
- B. If the dispute cannot be resolved by the Contract Administrators, Grantee may ask for review by the Administrator of the Division in which the Grantor's Contract Administrator is employed, or if the Contract Administrator is the Administrator of the Division, by the Deputy Secretary of the Department.
- C. If the dispute is still not resolved, Grantee may request a final review by the Secretary of the Department.

XVIII. FINAL REPORT DATE

- A. The due date of the final fiscal report shall be ninety (90) days after the Grant Agreement ending date.
- B. Expenses incurred during the Grant Agreement period but reported later than ninety (90) days after the contract ending date will not be recognized, allowed or reimbursed under the terms of this Grant Agreement.

XIX. INDEMNITY

Grantor and Grantee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their officers, employees or agents.

XX. SURETY BOND

The Grantor may require the Grantee to have a surety bond. The surety bond shall be in force for the period of the grant Agreement and shall be a reasonable amount to be determined by the Grantor. The amount of the bond shall be no less than the amounts of any pre-payments under this Agreement.

XXI. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. This Agreement is contingent upon authorization of Wisconsin and United States law, and any material amendment or repeal of the same affecting relevant funding or authority of Grantor shall serve to revise or terminate this Agreement, except as further agreed to by the parties hereto.
- B. Grantor and Grantee understand and agree that no clause, term or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

XXII. TIMELY CONTRACT SIGNING

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of the Grantee's and Grantor's Authorized Representative on this Agreement (or addendum) exceeds sixty (60) days inclusive of the two signature dates.

Grantee's Authorized Representative
County Executive, Board Chairperson or Designee

Date

Grantor's Authorized Representative
Sinikka Santala, Administrator
Division of Disability and Elder Services
Department of Health & Family Services

Date

Grantor's Contract Administrator
Name: Ann Marie Ott
Title: Aging and Disability Resource Center Coordinator

Date

CARS PAYMENT INFORMATION

The information below is used by the Department's CARS Unit to facilitate the processing and recording of payments made under this Agreement.

Agency Number	_____
Agency Type	_____
Municipality Code	_____ (if applicable)
Grant Period	1/1/06 - 12/31/06
Grant Amount	_____
Agency Fiscal Year	January 1 _____ (month)
Profile ID#	_____ Amount \$0 Reporting Profile _____ CFDA Number _____
Profile ID#	_____ Amount \$ _____ CFDA Number _____
Profile ID#	_____ Amount _____ CFDA Number _____
Program Name: _____	
Federal Agency Providing Funds _____	
Funding %s: %Federal _____, % State _____, % Local (if applicable) _____	

Grant Payment Mailing Address:
